

LUCX, INC.

RECORDATION NO. 10089 Filed 1425

LUCILLE J. BOSTON, PRESIDENT  
(213) 821-3600

RAILROAD TANK CAR MANAGEMENT

FEB 9 1979-10 20 AM

Robert L. Oswald, Secretary INTERSTATE COMMERCE COMMISSION  
Interstate Commerce Commission  
Washington, D.C. 20423

NORMAN W. KOUTEK

(Legal Owner)

Dated 8/4/78 Recording  
pursuant to provisions of Sec. 20C  
of Interstate Commerce Act

The Sanwa Bank of California  
(Mortgage Holder)

Dear Mr. Oswald:

Enclosed for recording, pursuant to the provisions of Sec. 20C of the Interstate Commerce Act, are three (3) copies of an Invoice to NORMAN W. KOUTEK, dated 8/4/78, together with a check in the sum of \$ 50.00 in payment of the recording fee.

In connection with the recording of this Invoice, there may also be attached a Security Agreement pursuant to those instances where the equipment has been financed by a bank. In connection with the recording of this Invoice and/or Security Agreement dated 11/10/78, the following information is set forth in accordance with the provisions of Sec. 57.4 of the Commission's Order of July 28, 1952, as amended:

Name and Address of Mortgagor/  
Registered Owner:

Name and Address of Mortgagee/  
Legal Owner:

NORMAN W. KOUTEK

The Sanwa Bank of California

1414 West El Segundo Blvd. #32

626 Wilshire Boulevard

Gardena, California 90249

Los Angeles, CA 90017

General description of equipment covered by lease arrangement:

One (1) 21,000 Gallon Capacity, Class DOT 111A100W-1  
100 Ton Roller Bearing, Interior coiled tankcar marked LUCX  
and numbered 4036

Equipment managed and operated by LUCX, INC., Marina City Club, 4314 Marina City Drive, Suite #130, Marina del Rey, California 90291. When recording has been completed, please return two (2) copies of the Invoice with recording date endorsed thereon to LUCX, INC., Marina City Club, 4314 Marina City Drive, Suite #130, Marina del Rey, California 90291.

LUCX, INC.

LUCILLE J. BOSTON, President.



MARINA CITY CLUB  
4314 MARINA CITY DRIVE  
SUITE 130 CENTER TOWER SOUTH  
MARINA DEL REY CALIFORNIA 90291

**LUCX, INC.**

LUCILLE J. BOSTON, PRESIDENT  
(213) 821-3600

RAILROAD TANK CAR MANAGEMENT

RECORDATION NO. **10089** Filed 1425

**FEB 9 1979-10 20 AM**

INTERSTATE COMMERCE COMMISSION

INVOICE NO. 109

DATE: 8/4/78

TERMS: NET CASH

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I  
L NORMAN W. KOUTEK  
L 1414 West El Segundo Blvd. #32  
T Gardena, California 90249  
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L The Sanwa Bank of California  
626 Wilshire Boulevard  
Los Angeles, California 90017  
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W  
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(Registered Owner)

OPERATOR	CLASS TYPE	FREIGHT		OWNER ID NO.
LUCX, INC. Marina City Club 4314 Marina City Drive Suite #130 Marina del Rey, CA 90291	DOT 111A10OW- 1	<u>Prepay</u> XX	<u>Collect</u>	LUCX NO. <u>4036</u>

Number	Equipment Description	Each	Total
One (1)	General service utility, twenty-one thousand gallon rail tankcar, 100 Ton Roller Bearing equipped with 12 lines Interior coils  THE ABOVE PRICE INCLUDES PREPAID FREIGHT PLUS \$ 50.00 CHARGE FOR RECORDING FEE WITH INTERSTATE COMMERCE COMMISSION.	43,000.00	43,000.00



MARINA CITY CLUB  
4314 MARINA CITY DRIVE  
SUITE 130 CENTER TOWER SOUTH  
MARINA DEL REY, CALIFORNIA 90291

BORROWER(S) <b>NORMAN KOUTEK</b>		LOAN NUMBER <b>01002-00037</b>	NOTE AMOUNT <b>\$40,125.00</b>	
BRANCH ADDRESS <b>1414 El Segundo Blvd., #32</b>		CITY <b>Gardena</b>	COUNTY <b>California</b>	DATE <b>11/10/78</b>

In consideration of the following described loan granted this day of THE SANWA BANK OF CALIFORNIA, hereinafter called Secured Party, to the above named Borrower(s) hereby agrees to the terms and conditions set forth hereunder and on the reverse side hereof.

For value received, Borrower(s), jointly and severally, promise to pay THE SANWA BANK OF CALIFORNIA, or order, at its above Office in this city, the Total of Payments shown below, with monthly payments as indicated below on line (7), except for the final payment which shall be the amount of the then remaining balance owing on this note. Borrower(s) may prepay the indebtedness in full at any time prior to maturity and obtain a partial refund of the FINANCE CHARGE based on the "Rule of 78's" provided, however, that there will be a minimum FINANCE CHARGE of \$25.00; and no refund if the unearned charge is less than \$1.00. IN THE EVENT OF DEFAULT, the remaining balance of the note may, at the option of the holder, be accelerated and declared to be immediately due and payable according to the provisions of paragraph 4 on the reverse side. Should any such default exceed 10 days, Borrower(s) recognizes that Secured Party will incur additional expenses in servicing the loan. To compensate Secured Party for such damages, Borrower(s) hereby agrees to pay a late charge of five cents (5¢) for each dollar in default (minimum charge of One Dollar (\$1.00)). Diligence, demand, presentation and notice are hereby waived. Borrower(s) agrees to pay attorneys' fees in the event this Note is given to an attorney for collection.

1. CASH PROCEEDS		\$ 30,000.00
2. CHARGES TO BE FINANCED:		
a. Life Premium	\$	
b. Disability Premium	\$	
c. Other	\$	
d.	\$	
e.	\$	
TOTAL	\$	0.00

3. AMOUNT FINANCED	(1 + 2)	\$ 30,000.00
4. FINANCE CHARGE		\$ 10,125.00

5. PREPAID FINANCE CHARGES	a. <input type="checkbox"/> Marine or <input type="checkbox"/> Aircraft Appraisal	\$	
	b. Other	\$	

(For purposes of computing the Annual Percentage Rate reduce the Amount Financed (Item 3) by Prepaid Finance Charges (Item 5) if any.)

6. ANNUAL PERCENTAGE RATE	→	12.09 %
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(Computed on a 365 day basis)

7. AMOUNT OF REGULAR PAYMENTS	\$	668.75
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8. NUMBER OF PAYMENTS	8	60
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9. FIRST PAYMENT DUE	9	Dec. 20, 1978
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10. FINAL PAYMENT DUE	10	Nov. 20, 1983
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11. TOTAL OF PAYMENTS	(3 + 4) TOTAL	\$ 40,125.00
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12. OTHER CHARGES (Paid by Borrower and NOT Financed):

a.	\$	
b.	\$	
c.	\$	

Borrower(s) hereby grant to Secured Party a security interest, pursuant to law in the following property hereinafter called collateral: The collateral described in the security agreement shall secure any other indebtedness of Borrower(s) to Secured Party.

Security Interest in collateral (identify): (A) N62911 AA1B-0091 (B) S5540 BILTM FD CCHMP 1969 42T  
(C) LUCX 4036 1978 (railroad tank car)

now and to be permanently located in the State of California, together with all equipment, parts, appliances and appurtenances now or hereafter to be placed thereon, all of which shall become a component part thereof and be included under the terms of this agreement, as security for the payment of the obligations specified herein.

### NOTICE

To comply with the disclosure requirements of the Truth-In-Lending Act as an arranger for the extension of the credit herein itemized, the same disclosures set forth herein and made by THE SANWA BANK OF CALIFORNIA are adopted as jointly made by:

The Borrower(s) hereby specifically certifies that he has received a copy of this agreement, and that he has read, understands and agrees with the purpose and effect of the agreement including the terms and conditions on the reverse side hereof.

1. SIGNATURE <i>Norman W. Kutek</i>	2. SIGNATURE
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### CREDIT INSURANCE AUTHORIZATION AND DISBURSEMENT

I/We voluntarily request the following insurance and understand that such insurance is not required as a condition to this credit extension.

Single Credit Life	\$	
Premium (for _____ months)		
Joint Credit Life	\$	
Premium (for _____ months)		
Credit Disability	\$	
Premium (for _____ months)		
TOTAL	\$	

(INSERT IN NO. 2 A &/OR B ABOVE)

I/We authorize disclosure of the cost of such insurance as shown herein and authorize inclusion of the premiums in the balance payable under this obligation. My/Our age is/are \_\_\_\_\_ years (and \_\_\_\_\_ Years.)

I/We hereby authorize disbursement of these premiums to: \_\_\_\_\_

Signature

Signature

☒ I/We do not desire Credit Life or Disability Insurance.

*N. W. Kutek*

Signature

Signature

### PROPERTY & LIABILITY INSURANCE

Any Property Insurance (meaning insurance against loss or damage to the property described) or Liability Insurance (meaning insurance against liability arising out of the ownership or use of the property) to be written in connection with the loan may be obtained by Borrower through any person of his choice. Such insurance may be obtained from or through Bank at the premium indicated below.

INSURANCE COVERAGE	DEDUCTIBLE OR LIMITS	GROSS PREMIUM	TERM IN MONTHS
Fire and Theft, ACV			
Comprehensive			
Combined Additional			
Collision			
Bodily Injury			
Property Damage			
TOTAL (Insert in No. C above)			

Signature